

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 2176 OF 2006

Sunil Revnath Choudhari ... Petitioner

Vs.

State of Maharashtra and Ors. ... Respondents

Mr. V.M. Thorat for Petitioner.

Mr. G.W. Mattos, A.G.P. for R. Nos. 1,2,4 and 5.

Mrs.P.A. Purandhare for R. No. 3.

Mr. M.M. Vashi for R. No. 7.

**CORAM: F.I. REBELLO &
 ANOOP V. MOHTA, JJ.**

DATED: OCTOBER 03, 2006

P.C.:

. One of the clause of the lease deed entered into between the MHADA and Anchor Foundation Public Charitable Trust which reads as under:

"The lessee shall observe the rules and, guidelines formulated from time to time by the Education Department of the Govt. of Maharashtra in regard to the grant of admission/enrollment of students charging of fees etc. the lessee shall give due consideration to applications made by MHADA employees for grant of admission to their children/wards."

. Based on this clause the Petitioners approached this court to contend that the State of Maharashtra should be called upon to fix and regulate the fees.

. On the other hand on behalf of the Respondent No. 7, their learned counsel points out that they have taken a plot pursuant to the assignment granted by the Charity Commissioner to Respondent No. 6. Considering the above, and the clauses in the lease deed, it will be open to the Petitioners to file complaint to the appropriate authority who has to deal with the lease deed for whatever grievances they have. It is for that authority to consider the grievances after hearing Respondent No. 7. This would not be a fit case for this court to intervene in its extra ordinary jurisdiction at this stage. Hence no interference is called for. Petition disposed of.

(ANOOP V. MOHTA, J.)

(F.I.REBELLO, J.)